

Listing Of Issues, Disposition, Status and Disputed

Issue 49: Should Supra be allowed to share, with a third party, the spectrum on a local loop for voice and data when Supra purchases a loop/port combination and if so, under what rates, terms and conditions?

Disposition: FPSC determination.

Status: BellSouth's proposed implementation limited the FPSC's determination to the provisioning of BellSouth's current FastAccess service and failed to state that BellSouth would continue providing the DSL service over the same UNE line. During recent negotiations, Supra requested clarifying language that would preclude BellSouth from refusing to provide another similar or successor high speed internet access service; to which BellSouth agreed in principal although no language had yet been proposed. Supra also requested clarifying language stating that BellSouth would not refuse to provide the data service over the same UNE line providing Supra's voice service. BellSouth refused to provide this language, advising that BellSouth would not provide DSL service over the same UNE line carrying Supra's voice service. Accordingly, a dispute exists over the implementation of this issue.

Disputed: Yes.

Issue 50

Issue 50: What are the appropriate rates and charges for unbundled network elements and combinations of network elements?

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue as a separate issue because it was redundant of Issue 18(B), above.

Disputed: Not Applicable.

Issue 51

Issue 51: Should BellSouth be allowed to impose a manual ordering charge when it fails to provide an electronic interface?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: BellSouth's proposed implementation had placed the agreed language only in Attachment 1 (Resale). Supra requested that the same language also be included in Attachment 2 (Unbundled Network Elements) and Attachment 7 (Interface Requirements for Ordering and Provisioning, Maintenance and Repair, and Pre-Ordering). BellSouth agreed to make these changes subject to Supra's review. Assuming that BellSouth made the requested language additions and/or changes, there will be no dispute over BellSouth's proposed implementation of this issue.

Disputed: Tentatively - No.

Issue 52

Issue 52: For purposes of the Interconnection Agreement between Supra Telecom and BellSouth, should the resale discount apply to all telecommunication services

Listing Of Issues, Disposition, Status and Disputed

BellSouth provides to end users, regardless of the tariff in which the service is contained?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).
Status: During recent negotiations, BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute over BellSouth's proposed implementation of this issue.
Disputed: Tentatively - No.

Issue 53

Issue 53: How should the demarcation points for UNEs be determined?
Disposition: Agreement prior to evidentiary hearing (subject to implementation).
Status: As part of the parties' agreement in the fall 2001, certain language was agreed upon which required the creation of a whole new Exhibit "B" to Attachment 2 (Unbundled Network Elements). That new exhibit was to conceptually deal with inter-carrier compensation under a wide variety of calling circumstances. This new Exhibit "B" to Attachment 2, was also to have relevance when service was to be provided using a combination of Local Interconnection and Unbundled Network Elements. The language agreed upon as part of this issue resolution was related to agreed language proposed for Issues 7, 13, 25B, 26 and 27. In addition, the parties had agreed to address Issue 14 in the language agreed upon for Issue 25B. Thus the language agreed upon in this issue was inter-related and inter-dependent upon numerous matters raised in Issues 7, 14, 13, 25B, 26 and 53, all of which were supposed to be addressed in revised Attachment 2 (Unbundled Network Elements) and revised Attachment 3 (Local Interconnection). In the fall of 2001, the parties had reached tentative agreements regarding language which needed to be implemented into a follow-on agreement. The reason for not agreeing upon the actual implementation was because a dispute also existed as to which template was to be used. The parties always understood and agreed that the process of implementing agreed language, required not only inserting the agreed language in appropriate places, but also removing conflicting language and making other changes consistent with the parties' agreements in principal. BellSouth's proposed implementation involved inserting agreed language only into Attachment 2 (Unbundled Network Elements) and Attachment 4 (Collocation). Portions of the agreed language should have also been inserted into parts of Attachment 3 (Local Interconnection) as well. Moreover, BellSouth made further errors by repeating some of the language twice in Attachment 2. Notwithstanding the above, implementation of the agreed language on this issue requires a rewrite of Attachment 2 (Unbundled Network Elements) and Attachment 3 (Local Interconnection); which the parties have not yet been able to agree upon. Since the parties have not been able to agree upon BellSouth's proposed implementation of language agreed upon for this issue, the parties are currently disputing this issue.
Disputed: Yes.

Issue 54

Issue 54: Should BellSouth be required to develop the industry standard EDI pre-ordering interface (REDI) without charging Supra Telecom for the up-front development costs?

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue based upon the parties' agreement with respect to issue 39 (above); in that BellSouth was to provide Supra with access to the EDI interfaces being used by MCI (i.e. "CAFE" and "EDI").

Disputed: Not Applicable.

Issue 55

Issue 55: Should BellSouth be required to provide an application-to-application access service order inquiry process for purposes of the interconnection agreement between Supra Telecom and BellSouth?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: No.

Issue 56

Issue 56: Should BellSouth provide a service inquiry process for local services as a pre-ordering function?

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue based upon the parties' agreement with respect to issue 39 (above); in that BellSouth was to provide Supra with access to the EDI interfaces being used by MCI (i.e. "CAFE" and "EDI"). Accordingly, to BellSouth MCI's "EDI" was supposed to include a service inquiry process. The best resolution of this issue would be a statement in the follow-on agreement that MCI's "EDI" contains a service inquiry process or simply a verification that in fact MCI's "EDI" contains such a process. Since BellSouth has not implemented the parties agreement on either Issue 39, this issue is tentatively in dispute.

Disputed: Tentatively - Yes.

Issue 57 (Arbitrated Portion)

Issue 57: Should BellSouth be required to provide downloads of RSAG and LFACS databases without license agreements and without charge?

Disposition: FPSC determination.

Status: As part of the resolution of Issue 6, the parties agreed that Supra could obtain downloads of RSAG , with BellSouth offering provide the downloads under the same terms and conditions made available to MCI. Because Supra believed it

Listing Of Issues, Disposition, Status and Disputed

should not have to executed a new licensing agreement or pay other charges for the downloads, this issue was left for the FPSC's resolution. Thus the issue before the FPSC was not whether Supra could obtain downloads, but whether BellSouth could require a separate licensing agreement and charge for the downloads. The FPSC ruled that BellSouth could not be compelled to provide the downloads without requiring a separate licensing agreement, or without charge. BellSouth's proposed resolution does not comply with either the parties' agreement on Issue 6 or the FPSC's determination. In this regard, BellSouth's proposed language incorrectly states that BellSouth will not provide downloads of RSAG or LFACS. Accordingly, a dispute exists over BellSouth's implementation of this issue.

Disputed: Yes.

Issue 57 (Agreed Portion)

Issue 57: Should BellSouth be required to provide downloads of PSIMS and PIC databases without license agreements and without charge?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: No.

Issue 58

Issue 58: What are the applicable ordering charges when electronic interfaces are in place but they fail to work?

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue as a separate issue because it was included in (and thus redundant of) Issue 29, above.

Disputed: Not Applicable.

Issue 59

Issue 59: Should Supra be required to pay for expedited service when BellSouth provides services after the offered expedited date, but prior to BellSouth's standard interval?

Disposition: FPSC determination.

Status: The FPSC ruled that Supra did not have to pay an expedited service charge when BellSouth fails to meet the promised expedited date. BellSouth's proposed language creates unnecessary confusion because it appears to allow BellSouth to impose a fee for expedited service, if the service is ultimately provided after BellSouth's standard interval (thus being even more untimely and late with the service). Nevertheless, Supra believes that further negotiation may be able to resolve the dispute on this issue.

Disputed: Tentatively - Yes.

Issue 60

Listing Of Issues, Disposition, Status and Disputed

Issue 60: When BellSouth rejects or clarifies a Supra order, should BellSouth be required to identify all errors in the order that caused it to be rejected or clarified?

Disposition: FPSC determination.

Status: The FPSC ruled that the follow-on agreement should contain a provision which provides that BellSouth shall "identify all readily apparent errors in the LSR at the time of rejection." Although BellSouth attempted to include similar language in its proposed implementation, BellSouth also included negating language which defeats the FPSC's ruling. That negating language is disputed and states in pertinent part as follows: "BellSouth shall only be required to identify the error that triggered the rejection." This language does not implement the FPSC's ruling and thus this issue is disputed. Nevertheless, Supra believes that further negotiation may be able to resolve the dispute on this issue.

Disputed: Tentatively - Yes.

Issue 61

Issue 61: Should BellSouth be allowed to drop or "purge" orders? If so, under what circumstances may BellSouth be allowed to drop or "purge" orders, and what notice should be given, if any?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: No.

Issue 62

Issue 62: Should BellSouth be required to provide completion notices for manual orders for the purposes of the interconnection agreement?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: No.

Issue 63

Issue 63: Under what circumstances, if any, would BellSouth be permitted to disconnect service to Supra for nonpayment?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue. However, a dispute does exist over a related issue; i.e. Issue 11A, which deals with when a dispute can be considered legitimate. The dispute over Issue 11A deals with how a charge is deemed disputed or undisputed. However, since the clarifying language requested probably concerns Issue 11A (above) more than this issue, Supra concedes that perhaps the parties' dispute should be addressed under Issue 11A (above).

Disputed: Tentatively - No.

Listing Of Issues, Disposition, Status and Disputed

Issue 64

Issue 64: Should the Interconnection Agreement contain a provision establishing that BellSouth will provide services in any combination requested by Supra Telecom?

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue as a separate issue because it was included in (and redundant of) Issues 21, 22, 23, and/or 24, above. Nevertheless the FPSC ruled that the follow-on agreement should contain a provision requiring BellSouth to provide services in any feasible combination requested by Supra Telecom (subject to some limitations).

Disputed: Not Applicable.

Issue 65

Issue 65: Should the parties be liable in damages, without a liability cap, to one another for their failure to honor in one or more material respects any one or more of the material provisions of the Agreement for purposes of this interconnection agreement?

Disposition: FPSC determination.

Status: The FPSC declined to require the adoption of any provision which imposed limitations of liability on any party for breaches of contract and other wrongs. The FPSC decision appears to have been driven, in part, by constitutional issues raised by imposing any such limitation on damages. BellSouth's proposed implementation was to remove the entire section of its template which dealt with damages and damage limitations. Supra is in agreement with this proposed resolution. However, BellSouth went further and attempted to impose limitations through the "back door". In this regard, BellSouth modified its template in section 16 of the General Terms and Conditions, in such a manner that purports to require the parties to bring all disputes before the FPSC. This provision, which had not been required by the FPSC, purports to preclude Supra from seeking relief from either the FCC or any court of competent jurisdiction. Since the FPSC has no authority to award damages, BellSouth's proposed implementation seeks to eliminate Supra's right to seek damages for breaches of the follow-on agreement; an act which directly contradicts the FPSC's ruling on this issue. Thus Supra disputes BellSouth's proposed implementation of this issue.

Disputed: Yes.

Issue 66

Issue 66: Should Supra be able to obtain specific performance as a remedy for BellSouth's breach of contract for purposes of this interconnection agreement?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: No.

Buechele, Mark

From: Follensbee, Greg [Greg.Follensbee@BellSouth.com]
Sent: Thursday, July 18, 2002 4:27 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002



FL 85T-Supra
ICA7-15-02.xp (...)

I apologize for the previous email. I simply attached the wrong zip file. This is the one that should have been sent.

Interconnection Carrier Services
404 927 7198 v
404 529 7839 f
greg.follensbee@bellsouth.com

-----Original Message-----

From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Thursday, July 18, 2002 1:09 PM
To: 'Jordan, Parkey'
Cc: 'Follensbee, Greg'; Nilson, Dave; Buechele, Mark
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey:

The games never seem to end! Do they?

I just received an e-mail from Greg Follensbee in which he encloses an electronic version of the June 10, 1997 interconnection agreement between BellSouth and AT&T. As you may recall, I had asked you for a copy of this document back in the summer of 2000, but you refused claiming that the document did not exist. Although, it is nice to know now the document really did exist (and that you were simply negotiating in bad faith), this is still not the document which I have been requesting since Monday.

You know what I want, i.e. an electronic copy of the interconnection agreement BellSouth filed with the FPSC on Monday (July 15th). Either provide me with a copy, or openly state that you refuse to do so. However, please don't continue playing these stupid games.

MEB.

-----Original Message-----

From: Buechele, Mark
Sent: Thursday, July 18, 2002 10:10 AM
To: 'Jordan, Parkey'
Cc: 'Follensbee, Greg'; Nilson, Dave; Buechele, Mark
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey:

I will also note that last Friday when we spoke at length, I questioned you and Greg as to whether or not BellSouth was going to unilaterally file an agreement without at least providing me a electronic copy for comparison. At which point you stated that of course you would provide me the electronic version. When it became apparent on Monday that

BellSouth was taking the instant bad faith approach to this problem and unilaterally filing an agreement. I sent you my first e-mail requesting an electronic copy. Obviously, BellSouth does not wish to make it easy for me to compare the changes made to the document filed.

MEB.

-----Original Message-----

From: Buechele, Mark
Sent: Thursday, July 18, 2002 9:48 AM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey:

As we all know, there are deadlines in responding to the ridiculous motion filed by BellSouth on Monday. I trust the tacticians at BellSouth will send me a copy sometime soon. After all, you are starting to run out of excuses.

MEB.

-----Original Message-----

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Thursday, July 18, 2002 9:15 AM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Your accusations are unsupportable. We received a request from you and we complied. I apologize that we cannot anticipate your desires, but perhaps we would not have these misunderstandings if you would clearly explain what you want. As soon as Greg has an opportunity, he can send you the files.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

-----Original Message-----

From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Wednesday, July 17, 2002 6:26 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey:

Unfortunately, the sad reality is that in dealing with BellSouth, every word must be carefully measured or else BellSouth will take advantage of the slightest ambiguity (which often becomes twisted and distorted), in order to stall, delay, and otherwise provide the requesting party with nothing.

Parkey, I obviously want to electronically compare the document BellSouth filed with the FPSC on Monday, with the template filed by BellSouth in September 2000. In this way I can verify what changes were made without relying upon BellSouth's representations (which are often incorrect) or going blind trying to match up changes. Moreover, I do not want to have to spend an inordinate amount of time making these comparisons manually.

Your response today ignores the fact that BellSouth could have easily inserted new language elsewhere in the proposed agreement which has never even been seen or discussed before (this of course, would not be a first for BellSouth). You are obviously aware of the fact that I wish to compare the documents electronically, and that such a comparison is highly impractical (and literally impossible on short notice) with either a paper copy or a PDF version. Hence the gamesmanship being displayed by you and Greg Follensbee.

I will also note that this is not the first time that BellSouth has refused to provide an electronic copy of an Interconnection Agreement. As you may recall, for tactical reasons, you refused to provide me a copy of the ATT/BellSouth agreement when we were negotiating back in the summer of 2000 (some things never change).

My prior requests assumed professional courtesy by you and BellSouth in assisting me to deal with certain representations being made by BellSouth to the FPSC. Given the fact that BellSouth unilaterally filed its proposed Interconnection Agreement without first allowing me to review the same, I should not be surprised that BellSouth is merely playing hardball and using abusive litigation tactics. If such tactics continue, I promise to make mention of your behavior in this regard to the FPSC.

MEB.

-----Original Message-----

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Wednesday, July 17, 2002 6:02 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Mark, I apologize for not seeing your messages earlier, but you must understand that we are not sitting at our computers waiting for messages from you. Both Greg and I have been away from our desks all day (and Greg is still away at a Supra hearing). First, you asked for what we filed with the PSC. Greg provided you what we filed at the PSC. We gave you exactly what you requested and have no reason to think you wanted anything different. Second, the changes made to the filed agreement are the changes that you and BellSouth discussed over the last week or so. You should have notes regarding those changes, as we agreed to both wording and location. Therefore, you CAN review the document we filed with the PSC - the one Greg sent you yesterday - to determine whether we made the changes to which the parties agreed. All of the changes to which the parties agreed are also set out in my emails to you.

When you say you want the same version we sent you in June, I assume you still have that version. I suppose you are now requesting that we email you the individual attachments as they were modified, converted to a PDF file and filed with the PSC. Your accusation that we are game playing is unfounded, considering we thought we were complying with your request. I do not have the document in any other format, and as I said, Greg is out today. When he returns to his office, he can send you what you want. Please confirm that my above assumption is now correct.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

-----Original Message-----

From: Buechele, Mark [mailto:Mark.Buechele@attis.com]
Sent: Wednesday, July 17, 2002 12:08 PM
To: Jordan, Parkey
Cc: 'Follensbee, Greg'; Nilson, Dave
Subject: FW: Supra Agreement for Filing July 15, 2002

Parkey:

I am still waiting..... for at least a response.

MEB.

-----Original Message-----

From: Buechele, Mark

Sent: Wednesday, July 17, 2002 10:12 AM
To: 'Follensbee, Greg'; Buechele, Mark
Cc: Jordan, Parkey; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey & Greg:

Thank you for the PDF version. However, this is not what I asked for and I sure you know that!

I need the electronic version (not the picture file version) in order to verify the accuracy of alleged changes made and other representations being made by BellSouth to the Florida Public Service Commission. (You know, the same version provided to Supra last month when we began negotiating the follow-on agreement).

If for tactical reasons, BellSouth does not wish to provide me a copy of this version, then don't play games, just say no!

MES.

-----Original Message-----

From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
Sent: Tuesday, July 16, 2002 6:34 PM
To: 'Mark Buechele'
Cc: Jordan, Parkey
Subject: FW: Supra Agreement for Filing July 15, 2002
Importance: High

Mark,

I have other things to do besides Supra. I do not appreciate your last message. You could have gotten copy from your client just as easily.

Interconnection Carrier Services
404 927 7198 v
404 529 7839 f
greg.follensbee@bellsouth.com

> > <<Supra Revised 071502.pdf>>

>
>

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Buechele, Mark

From: Buechele, Mark
Sent: Tuesday, July 16, 2002 6:30 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: BellSouth Interconnection Agreement

Parkey:

I am still waiting.....

If BellSouth doesn't want me to have an electronic version for tactical reasons, then don't pretend there are delays. Just be honest and say no!

MEB.

-----Original Message-----

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Tuesday, July 16, 2002 2:07 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: BellSouth Interconnection Agreement

Greg is going to send you a copy of what we filed. I think he has been away from his computer this morning, but he will send it as soon as he has a minute.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

-----Original Message-----

From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Tuesday, July 16, 2002 10:29 AM
To: 'Jordan, Parkey'
Cc: Follensbee, Greg; Nilson, Dave
Subject: FW: BellSouth Interconnection Agreement

Parkey,

Just following up on my e-mail of yesterday (attached below) and telephone message of this morning. Will BellSouth provide me an electronic copy of the Interconnection Agreement filed yesterday with the Florida Public Service Commission?

-----Original Message-----

From: Buechele, Mark
Sent: Monday, July 15, 2002 5:01 PM
To: 'Jordan, Parkey'
Cc: Follensbee, Greg; Nilson, Dave
Subject: BellSouth Interconnection Agreement

Parkey,

As a courtesy, would you or Greg Follensbee, please e-mail to me the Interconnection Agreement which purportedly was unilaterally filed by BellSouth with the Florida Public Service Commission today.

MEB.

.....

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2020 SW 21 AVENUE
Miami, FL 33133-3001
Phone: (305) 478-4201
FAX: (305) 443-9516
Email: dnilson@STIS.com
www.stis.com

June 12, 2002

VIA FACSIMILE / EMAIL

Mr. Greg Follensbee
Lead Negotiator
BellSouth Telecommunications, Inc.
675 West Peachtree Street, NE
Atlanta, Georgia 30375

Subject: Supra-BellSouth Florida Interconnection Agreement

Greg:

On June 11, 2002, the Florida Public Service Commission ("Commission") voted on the Commission Staff's Recommendation on Supra's Motion for Reconsideration of Commission Order No. PSC-02-0413-TP. As Commission Order No. PSC-02-0637-PCO-TP contemplated that the parties will have 14 days from the date of the Commission's final order to file an executed interconnection agreement, the parties need to address the applicable language to be included in the agreement.

Any negotiations with BellSouth regarding the final language to be included in any executed interconnection agreement does not constitute a waiver of Supra's rights to pursue, *inter alia*, any and all administrative and/or appellate remedies available to it.

In order to move forward, I request that we schedule a meeting to negotiate any and all applicable language. Please let me know your availability.

Sincerely,

David Nilson
CTO

Cc: Olukayode A. Ramos
Brian Chaiken, Esq.
Paul Turner, Esq.

Exhibit "3"

Buechele, Mark

From: Mark Buechele [buechele@stis.net]
Sent: mark.buechele@stis.com
To: mark.buechele@stis.com
Subject: Fw: Florida Interconnection Agreement

Follow Up Flag: Follow up
Flag Status: Flagged



Supra



changes



Supra Revised

Encl_06-12-03.zip 0301202.zip (48 KB) Agreement-6-13-0..

> -----Original Message-----

> From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
> Sent: Thursday, June 13, 2002 12:28 PM
> To: 'Nilson, Dave'
> Cc: Jordan, Parkey; 'Paul Turner'
> Subject: RE: Florida Interconnection Agreement

> David,

> Here is what we suggest. Attached to this email are three zip files.
> One is the redline of the previous redline that reflect the changes
> decided by the FL PSC June 11. The second is the final agreement,
> which accepts all the redline changes. The third is, by document,
> what changes were made to the base agreement BellSouth started with.
> This incorporates both changes made the first time and changes made to
> reflect the recent FL PSC decisions.

> We are available to talk to you Monday morning at 10 am, after you
> have had

> a chance to review these files. At that time we can answer any
> questions you have on what we did, and set up time to review the
> language we have

sent

> you. To the extent time permits, we can go ahead and start on one of
> the files.

> If this is agreeable, please let me know and we will call Paul's
> office at 10 am on June 17.

> -----Original Message-----

> From: Nilson, Dave [mailto:dnilson@STIS.com]
> Sent: Wednesday, June 12, 2002 7:00 PM
> To: Greg Follensbee (E-mail)
> Subject: Florida Interconnection Agreement

> Greg please call to arrange this meeting.

> dnilson

> <<Doc2.doc>>

Buechele, Mark

From: Mark Buechele [buechele@stis.net]
Sent:
To: mark.buechele@stis.com
Subject: Fw: Cross Reference of Issues to Language

Follow Up Flag: Follow up
Flag Status: Flagged



Attachment 2 Attachment 3 Issues List Cross
06-13-02_redline...06-13-02_redline... Referenced t..

----- Original Message -----

From: "Follensbee, Greg" <Greg.Follensbee@BellSouth.com>
To: "'David Nilson'" <dnilson@stis.com>; "'Mark Buechele'" <buechele@stis.net>
Cc: "Jordan, Parkey" <Parkey.Jordan@BellSouth.com>
Sent: Tuesday, June 18, 2002 1:09 PM
Subject: Cross Reference of Issues to Language

> As discussed yesterday morning, attached is a cross reference of each arbitrated issue to language in the proposed follow-on agreement. As a result of preparing this document, I have found two places where the proposed agreement did not include language we had agreed to last fall. I am resending attachments 2 and 3, which reflect revisions to incorporate the agreed to language. The changes are: 1) in attachment 2, I have added a new paragraph 2.5 to put in language on demarcation points and 2) in attachment 3 I have replaced language in paragraphs 6.1.2, 6.1.3 and 6.1.3.1 with language agreed to on definition of local traffic. Of course, following paragraph with no language changes will necessarily be renumbered. Last, I found a small typo in attachment 2, paragraph 3.10.1, where a reference to paragraph 6.10 simply said 10.

>
> Because of the short time frame the FL PSC will be giving us to
> finalize
this follow-on agreement, Parkey and I have cleared our calendars all of next week and we are prepared to talk every day to finish reviewing the proposed agreement.

> Please call me with any questions

>
> <<Attachment 2 06-13-02_redline.doc>> <<Attachment 3
06-13-02_redline.doc>> <<Issues List Cross Referenced to Agreement.DOC>>

>
> Interconnection Carrier Services
> 404-927 7198 v
> 404 529 7839 f
> greg.follensbee@bellsouth.com

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> to

which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers."

Buechele, Mark

From: Buechele, Mark
Sent: Wednesday, June 26, 2002 6:51 PM
To: 'Follensbee, Greg'; Nilson, Dave
Cc: Buechele, Mark; Jordan, Parkey
Subject: RE: Negotiation of Follow-on Agreement

Parkey,

Without Dave Nilson available on Friday, I will only be able to discuss a few issues.
What number should I call?

MEB.

-----Original Message-----

From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
Sent: Wednesday, June 26, 2002 6:41 PM
To: 'Nilson, Dave'
Cc: Buechele, Mark; Jordan, Parkey
Subject: RE: Negotiation of Follow-on Agreement

My recollection of our call on June 13th is quite different than yours. On that call I suggested the following agenda for our call on the 17th, with which you agreed. First, I would explain what was sent in more detail. Then I would respond to any questions you had on the documents received, including formatting. Next, BellSouth would be prepared to begin with page one and start discussing the redline version page by page. At the point where both Parties were done for the day, we would discuss the schedules for completing the rest of the document. I did indicate we would not be able to finalize our work until the FL PSC issued its order on reconsideration of issues, but I did say that this should not result in much work, as we used the exact language in the staff recommendation to craft proposed language, and we could proceed without the order and finalize the 4 issues where changes were made from the previous order. Your statement that I said we would only be prepared to discuss the formatting of the document is totally incorrect.

BellSouth's recollection of the call this past Monday is also different than yours. I did agree to provide a separate document, which would cross-reference the issues arbitrated to the section in the agreement addressing the issue. Further, Supra did not point out errors in the agreement. Supra questioned why the redline referenced the issue relating to specific performance but contained no associated language. We explained that BellSouth won that issue and that no language was necessary. As to your comment that it is an arduous task to make sure this agreement incorporates all decisions of the FL PSC, that is exactly why we sent your company the agreement in March, so we could begin that process with plenty of time to complete the task before a final agreement needed to be filed. A comparison of the March document to this most recent document would reflect very few changes, as the PSC only revised its decision on four issues. Unfortunately, Supra chooses to do nothing in regards to reviewing with BellSouth that redline version, which would have drastically shortened the amount of work we not have before us and must complete in a short period of time. These and my previous comment are not meant as inflammatory but are simply the facts.

In response to Supra's availability, BellSouth has prepared to discuss the agreement with Supra this Friday at 10:30, as well as all day July 1. We expect by now that Supra has fully reviewed the document and the parties can have substantive discussions about any issues where Supra thinks the agreement does not reflect the PSC's order.

-----Original Message-----

From: Nilson, Dave [mailto:dnilson@STIS.com]
Sent: Tuesday, June 25, 2002 4:06 PM
To: Follensbee, Greg; 'David Nilson'
Cc: Buechele, Mark
Subject: RE: Negotiation of Follow-on Agreement

Greg

On my last email I omitted a portion of my response.
Resending

dnilson =====

Greg

I am in recent of your attached e-mail of this morning and feel it is necessary to respond to the same.

First, I take issue with your statement that on June 17 Supra was not prepared to discuss the substance of the agreement. I asked you on our June 13th telephone to help define an agenda for June 17. You responded that you would only be prepared to discuss the formatting of the document, as the Florida Public Service Commission had not yet offered a formal order. I prepared accordingly.

Notwithstanding our planned agenda for June 17th, my notes show that not only did we discuss all formatting issues, but we also went on to discuss some substantive issues and possible errors which I detected as a result of the formatting inquiries. These errors pertained to specific issues which I thought were resolved by the parties prior to the hearing and first order

(3/26/02) in 00-1305. In this regard, at least two examples of potential errors were identified to you. As a result of these errors, my counsel (Mark Buechele) expressed concern over the changes and requested a detailed listing of the changes made by issue. Given the substantial number of issues present, Mark Buechele wanted as much information possible about the changes in order to ensure that the final agreement reflects not only the Commission's rulings, but also the prior agreements between the parties. Unfortunately, this is a tedious task that must be done by the lawyers to ensure accuracy. It is for this reason that we first sought to open discussions on preparing the final document in order to ensure that the parties had sufficient time to work out the final language. Mark Buechele has advised me that he is actively reviewing all the materials provided. Unfortunately, he had a family problem which made him unavailable yesterday, and he has sent his apologies.

As you know, we all anticipate the Commission to be entering its final order on Monday (July 1st). Thereafter, the Commission has allowed the parties fourteen (14) days in which to complete the final version. Obviously we are all moving forward at this time on the assumption that the Commission will not change the staff recommendation on Supra's Motion for Reconsideration.

As for some of your inflammatory comments, I do not wish to dwell on such matters as they are only counter-productive and get in the way of the task at hand. However, your statement that Supra has the template since September, 2000 is disingenuous since it ignores the realities of time and the disputes in this docket. Even you admitted that it was a task to retrieve what you thought was the original template submitted to the Commission back in September 2000. Given the fact that we only recently received an electronic version of that submission, your comment is uncalled for and somewhat unfair. Moreover, that document has been revised no less than three times since September 2000 and it has been my observations that subsequent redlining may not be consistent with our prior agreements. We received the most recent redlines Thursday afternoon, June 13, 2002, at which point we discarded the previous (March 12, 2002) version which we had been working with.

As to scheduling. Yes I committed to get back to you. However, my efforts to see if our schedules could be accommodated had to cleared by Supra and BellSouth lawyers who had previously expected both of us to be elsewhere over the next few days. Unfortunately, we were unable to move your deposition on Wednesday; and due to the bifurcated deposition schedules in Atlanta this week, I will not be available the rest of the week. I had been trying to resolve that and thought I could get back with you yesterday.

Currently I am unavailable on Wednesday, Thursday and Friday; and thus would like to continue our discussions on Monday morning July 1, 2002 at 10:00 AM. Mark Buechele has advised me that there may be some issues which he can discuss with Parkey Jordan without my presence. However, Mark has advised me that he is not available on Thursday afternoon. Accordingly, Mark has stated that he would be willing to schedule a discussion for Friday

morning at 10:30 a.m. in order to discuss a limited amount of issue. Mark asks that you confirm that this time is available (particularly with Parkey Jordan) and provide him a call-in number. His email address (new) is attached.

dnilson

-----Original Message-----

From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
Sent: Tuesday, June 25, 2002 9:29 AM
To: 'David Nilson'
Subject: Negotiation of Follow-on Agreement

Dave,

I did not hear back from you yesterday to reschedule the meeting to discuss the interconnection agreement BellSouth has proposed in compliance with the decisions of the Florida Commission. As you know, we had a meeting scheduled for June 17, but Supra was not prepared to discuss the substance of the agreement. Supra cancelled our meeting scheduled for yesterday, June 24, due to your outside counsel's emergency.

At this point, Supra has had BellSouth's template since September of 2000; the majority of the changes to incorporate the Commission's order since March 12, 2002; and the language to modify the four issues that were changed in light of Supra's motion for reconsideration since June 13, 2002. In addition, per your request during our conversation on June 17, on June 18 I forwarded you a list of each arbitrated issue and how it was resolved (including a reference to the section in the agreement where appropriate language was incorporated). I trust that by now Supra has had ample opportunity to review the proposed agreement, and because the changes made to the template were either agreed upon in settlement negotiations or pulled directly from the Commission decisions, I don't anticipate that there will be many, if any, issues we need to discuss.

If Supra can begin forwarding to us the issues that it feels need to be discussed (or changes Supra believes need to be made to comport with the Orders), we can begin looking at those. In addition, we need to set aside another day this week to talk about the agreement. Although you had suggested Wednesday, Supra is deposing me that day in Arbitration VI, so I will obviously be unavailable. However, we are available Thursday, June 27, after 2:30 and Friday, June 28, until noon. Please let me know if these times work for Supra and if you will be able to send your comments to us this week.

Interconnection Carrier Services
404 927 7198 v
404 529 7839 f
greg.follensbee@bellsouth.com

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Buechele, Mark

From: Buechele, Mark
Sent: Monday, July 01, 2002 10:04 AM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Parkey,

Thank you for your response. Without addressing the substance of every statement made at this time, I will note that in our conversation Friday morning you unequivocally (and without reservation) stated that the venue language would be changed back to the original language found in the template. Your response concerns me because it raises the specter that persons other than yourself and Greg Follensbee must approve the results of our final negotiations; and that what we agree upon during our discussions may be withdrawn or changed by BellSouth at anytime and by others in the BellSouth legal department who may only be tangentially involved for tactical reasons. I trust this is not truly the case and that our future agreements will not be subject to further change.

MEB.

-----Original Message-----

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Friday, June 28, 2002 7:44 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Mark, just to be clear that you understand our position, we are attempting to agree with Supra on what language we will include in the interconnection agreement based on the FPSC order. The parties may well settle issues in an effort to finalize the agreement, despite the fact that the language ultimately agreed upon is different from the actual position of the parties. We only discussed 2 issues this morning, so it is impossible for BellSouth to determine at this point if Supra is in agreement with most of the agreement or not. If the two issues we discussed this morning are the only substantive issues Supra has, BellSouth may decide, in the interest of settlement, to agree to Supra's language or to a compromise on both of those issues. BellSouth compromised this morning on the language regarding the forum for dispute resolution. BellSouth's position on that issue is that the order requires the party to use the BellSouth template as the base agreement and to use the order of the PSC to fill in the remaining issues. BellSouth used the word "shall" in the proposal to implement the commission order. BellSouth's position remains that shall is appropriate. If the parties ultimately cannot agree on many of the provisions in the agreement, we may return to our original position. For now we are willing to compromise in the effort to reach agreement, but Supra's issues that we discuss Monday may impact our willingness to compromise.

With regard to the effective date of the agreement, I do not agree with your characterizations of BellSouth's position, but we each clearly stated our respective positions this morning, and I see no need to rehash them here. Further, you have mischaracterized the email that you reference as evidence of BellSouth's agreement that the new interconnection agreement would not be retroactive. First, I sent that email to Paul in an effort to settle the issue of the rates that we

Composite Exhibit "7"

would use in the recalculation of the June to December bills. Second, you have pulled one sentence out of context (and not even the entire sentence) and have conveniently ignored the remainder of the email. Supra had claimed that BellSouth's recalculation of the June to December bills should be based on the FL commission's new UNE rates rather than the rates in the agreement. By this time, BellSouth was aware that Supra was taking a position on retroactivity that was contrary to what BellSouth believed and contrary to Mr. Ramos' testimony before the FPSC. Paul was also concerned about the effect of retroactivity on the June 5, 2001 award. I told Paul that I would offer some language to try to settle these issues. In exchange for using the rates from the new interconnection agreement in the recalculation of the bills, I would agree to (1) use the date of signing as the date in the blank in the preamble, and (2) add a sentence that says (and I paraphrase) despite the effective date in the preamble, the parties agree to apply these rates, terms and conditions retroactively to June 6, 2001. I was merely trying to settle disagreements of the parties regarding UNE rates applicable to June-December, 2001, retroactivity of the agreement, and the preservation of the June 5 award in light of retroactivity. I neither forgot about this email, nor did I make a misstatement, deliberate or otherwise. BellSouth has never agreed to Supra's position on this issue. I offered a settlement that Supra refused - Paul never responded to that email. However, it appears that you are deliberately ignoring both the plain language of the email and the settlement context within which it was offered in an effort to claim that BellSouth has changed its position. That is clearly and obviously not the case.

I see no reason to continue to rehash these two issues. We will continue our discussion on Monday and will hopefully get through all of Supra's issues or disagreements with what BellSouth has proposed (if any).

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

-----Original Message-----

From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Friday, June 28, 2002 3:58 PM
To: Jordan, Parkey
Cc: 'Follensbee, Greg'; Nilson, Dave
Subject: Negotiation of Interconnection Agreement Final Language

Parkey,

This note will serve to memorialize our telephone conference this morning regarding our negotiation of final language for inclusion in the follow-on agreement.

Based upon our discussion this morning, we agreed that on paragraph 16 of the General Terms and Conditions, BellSouth will change the word "shall" back to the original word of "may" used in the template filed with the FPSC. Accordingly, the first sentence of that paragraph will read as follows:

"Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either party may petition the Commission for resolution of the dispute."

We also discussed at length the effective date to be used in the new follow-on interconnection agreement. It is your position that because the current interconnection agreement has a clause dealing with retroactivity, that this necessarily means that the effective date of the new follow-on agreement must be June 10, 2000. My position is that the template filed with the FPSC at the start of this arbitration contained a blank date. Typically, parties leave the effective date of a contract blank when they intend to use the execution date as the effective date. Because the parties cannot usually predict when the agreement will be executed, they leave the date blank. In line with this practice, it is my recollection that

when you and I were negotiating this agreement back in the summer of 2000, we both understood and agreed that the effective date would be the execution date. It is for this reason that the agreement template had a blank date rather than a date of June 10, 2000 (a date clearly known to all of us when the template was filed with the FPSC).

You claim that during the course of the evidentiary hearing Mr. Ramos testified that the follow-on agreement would be retroactive. Unfortunately, I have not yet been able to confirm exactly what Mr. Ramos said and the context under which his words were spoken. Nevertheless, in my opinion, any such testimony would largely be irrelevant because retroactivity was not an issue in this arbitration docket.

Furthermore, after Greg Follensbee this morning mentioned an e-mail of January 4, 2002 to Paul Turner, I decided to ask around for a copy of that e-mail. It is interesting to note that on January 4th, you sent an e-mail to Paul Turner of Supra in which you specifically advised in reference to filling in the effective date of the follow-on agreement, that:

"We will insert the effective date in the preamble as the date executed by both parties"

When I read this language I was quite surprised since you had assured me this morning that BellSouth has never taken the position that the effective date should be the execution date. I trust that you simply forgot this previous position and that your misstatement was not a deliberate attempt to try and take advantage of my absence from this docket since the Fall of 2000.

In any event, we both agree that the original template filed with the FPSC had a blank effective date and that this typically means the effective date is the execution date. We also agree that it makes little sense to execute an agreement (which with a June 10, 2000 effective date), will require the parties to beginning new negotiations almost immediately. Furthermore we both agree that when BellSouth and ATT executed their follow-on agreement last year, the effective date was the execution date. I have since confirmed that the effective date of the BellSouth/ATT follow-on agreement was 10/28/01 (i.e. the date BellSouth executed the agreement). We also both agree that there is nothing in either the record or in the parties' correspondence, which reflects that the parties ever agreed to (or even advocated) an effective date of June 10, 2000.

Given the fact that the parties never agreed to an effective date of June 10, 2000 and in fact we had personally agreed to the contrary in the summer of 2000; the fact that this issue was never brought to the FPSC for resolution; the fact that such an effective date is contrary to both general business practices and BellSouth's own practices; and the fact that we both agree that such a date makes no sense; I fail to see how BellSouth can continue advocating an effective date of June 10, 2000, rather than the execution date. I trust BellSouth will re-think its position on this matter. In any event, you advised me that you would consult with your client further on this matter.

Finally, pursuant to our conversation this morning, we will be calling your office on Monday morning at 10:30 a.m. to continue these discussions.

If you have any questions or comments, please feel free to contact me at your convenience.

MEB.

.....

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Buechels, Mark

From: Jordan, Parkey [Parkey.Jordan@BellSouth.COM]
Sent: Monday, July 01, 2002 11:47 AM
To: 'mark.buechels@stls.com'
Subject: Settlement Language

Mark, Greg and I have reviewed the document you referenced, the "Stipulated Settlement of Issues" document that Brian sent on September 24. This document was not filed with the commission and is not a final settlement. I think the document Greg forwarded to you covers the agreed upon issues.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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Buechele, Mark

From: Jordan, Parkey [Parkey.Jordan@BellSouth.COM]
Sent: Monday, July 01, 2002 3:12 PM
To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: FW: Arbitration Issues

Mark, attached is an email I forwarded Brian after the June 6, 2001 intercompany review board meeting. As you can see, 10 issues had been withdrawn by Supra at issue ID (meaning there is no language to include or strike - the issue was simply withdrawn). Three issues, 2, 3, and 39, were closed during the June 6 meeting. Brian or Adenet should have notes regarding these issues. Supra withdrew issue 39 (again, no there is no language to include or delete). Issue 2 was resolved by the parties agreeing to include the confidential information language from the existing agreement. Similarly, issue 3 was resolved by the parties agreeing to include the insurance language from section 21A of the existing agreement. I only have hand written notes regarding the parties' discussion of these issues. Notice that issue 2 is also included on the October email. Prior to the parties' mediation with the staff, there had been some confusion about whether issue 2 was closed because testimony had been filed on the issue. The parties thereafter agreed that issue 2 was in fact closed.

I don't believe any confirmation of the language went back and forth between the parties, as we agreed to include language that already appeared in the existing agreement. I will also forward to you in a separate email Brian's response to my email below. I believe with this email you now have information regarding each issue that the parties settled prior to release of the Commission's order. If you plan to request any other information from us for use in a review of the agreement, please let me know immediately.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

> -----Original Message-----

> **From:** Jordan, Parkey
> **Sent:** Thursday, June 07, 2001 10:16 AM
> **To:** 'bchaiken@stis.com'
> **Cc:** White, Nancy ; Finlen, Patrick
> **Subject:** Arbitration Issues

>
>
> Brian,

> Per my notes, there were originally 66 arbitration issues. I show 10
> of those as being withdrawn during issue identification. Those are 6,
> 30, 36, 37, 43, 50, 54, 56, 58 and 64. During the June 6 meeting we
> discussed 24 unresolved issues (in addition to the 24 issues I am
> referencing, we also discussed and withdrew issue 64, but as we had
> previously withdrawn it, I am not considering it as part of our
> meeting yesterday). Of the 24 unresolved issues we discussed, we
> resolved or withdrew three additional issues, namely, issues 2, 3 and
> 39. That leaves 32 arbitration issues that Supra will not discuss
> until it receives network information. Does this line up with your
> notes and/or recollection?

> Parkey Jordan
> 404-335-0794

Buechele, Mark

From: Jordan, Parkey [Parkey.Jordan@BellSouth.COM]
Sent: Tuesday, July 02, 2002 4:09 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Mark, I see no need to continue to rehash these discussions. BellSouth does not agree and has never agreed with your position on the arbitration issue regarding the appropriate fora for resolution of disputes between the parties. Further, we are not annoyed that you will not accept BellSouth's representations that BellSouth's document accurately reflects the agreement of the parties. To the contrary, we are annoyed that after having this document since June 13, and after scheduling four meetings, you have made no effort to verify independently that the agreement we provided comports with the BellSouth template, the voluntary resolution of issues between the parties, and the commission's order. BellSouth believes the document is accurate. We assumed that Supra would be able to review the document and reach its own conclusions as to whether it agrees or disagrees with specific provisions of the document. Further, yesterday (July 1), just after our 1:30 call, I sent you the remaining documentation you requested relating to the resolved or withdrawn issues.

BellSouth has made and will continue to make time to discuss these issues. BellSouth is still planning to meet with you Wednesday, July 3, as scheduled. Please be prepared to discuss any issues that Supra has with the proposed agreement. We are also available to continue any discussions, if necessary, on Friday, July 5.

Parkey Jordan
 BellSouth Telecommunications, Inc.
 404-335-0794

-----Original Message-----

From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Tuesday, July 02, 2002 1:12 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Parkey,

I am in receipt of your e-mail of this morning. I assume that your e-mail was prepared last night, but then sent this morning, hence the incorrect references to the proper day.

In any event, as you know we spent yesterday trying to verify and establish the documents which give rise to BellSouth's proposed language in the proposed agreement which purports to reflect the voluntary agreements by the parties. You and Greg were annoyed that I simply didn't accept your representations that the changes accurately reflect the parties' previous agreements without reference to correspondence or other documentation. Unfortunately, my experience has been that written documentation is far more accurate than memories of events dating back more than one year.

Per our discussion, as of yesterday you were still unable to support all of the changes made as a result of allegedly voluntary agreements between the parties. I would have thought that all changes made by BellSouth as a result of voluntary agreements would have been well documented with a reference made to the document (or

Composite Exhibit "10"

other correspondence) which memorializes the voluntary agreement. Unfortunately, this may not be true in all instances. In any event you have promised to follow up further on these open issues.

Yesterday we agree to cover first the language involving voluntarily agreed matters; and then move on to language derived from the Commission's orders. With respect to timing, you have advised me that BellSouth is unavailable to have discussions on Monday, Tuesday and Wednesday of next week. I trust that BellSouth will make available the time needed to fully discuss these matters.

Lastly, with respect to the issue of venue, I disagree that the issue was arbitrated. It is my understanding the only issue actually briefed and advanced by all parties was whether or not commercial arbitration could be mandated as a venue for dispute resolution. Thus the Commission's orders must be read in this light. On Monday you agreed with me, but now have reversed your position completely on this matter.

Per our agreement yesterday, I look forward to discussing this matter further with you tomorrow at 1:30 p.m.

MEB.

-----Original Message-----

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Tuesday, July 02, 2002 9:14 AM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Mark, as I said before, we are trying desperately to work through the issues with you. So far we have only discussed one arbitration issue and one other issue relating to the contract. We are not in agreement with Supra about the status of the issue that was arbitrated regarding dispute resolution. The issue raised was "what are the appropriate fora for the submission of disputes under the new agreement?" The commission found that the PSC was the appropriate forum. You apparently disagree with that statement, so I am a bit concerned about the resolution of that issue. As I said before, we need to try to work through all the issues, see where we agree and disagree, and work toward resolution of the issues where we are not in agreement. Unfortunately, our meeting scheduled for today was again completely unproductive, as you were not prepared to discuss any issues or any language in the interconnection agreement. I trust that you will be fully prepared on Wednesday to discuss substantive issues.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

-----Original Message-----

From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Monday, July 01, 2002 10:04 AM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Parkey,

Thank you for your response. Without addressing the substance of every statement made at this time, I will note that in our conversation Friday morning you unequivocally (and without reservation) stated that the venue language would be changed back to the original language found in the template. Your response concerns me because it raises the specter that persons other than yourself and Greg Follensbee must approve the results of our final negotiations; and that what we agree upon during our discussions may be withdrawn or changed by BellSouth at anytime and by others in the BellSouth legal